

A RESOLUTION

02- -1120

BY FINANCE/EXECUTIVE COMMITTEE

AUTHORIZING THE PURCHASING AGENT TO
UTILIZE THE STATE OF GEORGIA CONTRACT
S-007455 WITH BINDLEY WESTERN FOR THE
PURCHASE OF PHARMACEUTICAL DRUGS ON
BEHALF OF THE BUREAU OF CORRECTIONS IN
AN AMOUNT NOT TO EXCEED \$100,000.00.

WHEREAS, the City of Atlanta, Bureau of Corrections desires to purchase
Pharmaceutical Drugs to perform their daily operations; and

WHEREAS, pursuant to the City of Atlanta Purchasing Code Section 2-1606, the
purchasing agent may procure supplies, services or construction items through
contracts established by the purchasing division of the state where such
contracts and contractors substantially meet the requirements of this article; and

WHEREAS, the Correction Director and the Purchasing Agent of the Bureau of
Purchasing and Real Estate recommend utilizing the State of Georgia contract
S-007455 with Bindley Western for the purchase of Pharmaceutical Drugs
to perform their daily operations a list of which is attached as Attachment 1.

NOWHEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
ATLANTA, GEORGIA, that the Purchasing Agent is hereby authorized to utilize
the State of Georgia contract S-007455 with pursuant to 2-1606 for the purchase
of Pharmaceutical Drugs to perform daily operations for the Bureau of
Corrections in an amount not to exceed \$100,000.00.

BE IT FURTHER RESOLVED, that the Purchasing Agent be and is hereby
directed to prepare the appropriate contractual agreement.

BE T FURTHER RESOLVED, that the contractual agreement shall not become
binding on the City, and the City shall incur no liability upon same until such
agreement has been delivered to the contracting party.

BE IT FINALLY RESOLVED, that all contracted work shall be charged to and
paid from 1A01-521101-I21004 Fund Account and Center number.

Contract Information Sheet

Page 1

SWC: S-007455

Drugs, Generic (Pharmaceutical Preparations)

PEOPLESOFT VENDOR NUMBER: 0000015840

**Bindley Western
8055 Troon Circle
Suite F
Austell, Ga. 30168
TIN: 840601662**

**Contract Administrator: Heather Shirah
Telephone Number: 800-800-4163
Facsimile Number: 770-739-8133
E-mail: hshirah@bindley.com**

1. Orders to be mailed to: **Bindley Western
P O Box 102878
Austell, Ga. 30168**
2. Payments to be mailed to: **SAME AS ABOVE**
3. Orders will be shipped within (1) day after receipt of Purchase Order.
4. Bid Offer does not include a cash discount.
5. Payment Terms: **Net 30 Days**
6. Bid Offer includes state agencies and local governments who are members of MMCAP.
7. Vendor will not accept the Purchasing Card for purchases under this contract.
8. Special Terms and Condition: **None**
9. Issuing Officer for the State: **Stella Garrett, CPPB
Telephone: 404-651-9291
Facsimile: 404-657-4528
E-mail: slgarret@doas.ga.gov**

Statewide Contract Number: S-007455

NIGP Code: 26900

Name of Contract: Drugs, Generic (Pharmaceutical Preparations)

EFFECTIVE DATE: May 1, 2001

EXPIRATION DATE: April 30, 2003

**This contract has been awarded to 1 vendor.
There is 1 page of contract information as follows:**

Page 1: Contract Information Sheet for Bindley Western



CITY OF ATLANTA
BUREAU OF PURCHASING

2002 JUN -7 PM 1:44

CITY OF ATLANTA

SHIRLEY FRANKLIN
MAYOR

254 PEACHTREE STREET, S. W.
ATLANTA, GEORGIA 30303
TEL: (404) 865-8001 FAX: (404) 658-6064

DEPARTMENT OF CORRECTIONS
THOMAS J. POCOCK
CHIEF

June 7, 2002

Felicia Strong-Whitaker, Director
Bureau of Purchasing and Real Estate
55 Trinity Avenue S. W. Suite 1790
Atlanta, Ga. 30335-0307

Dear Ms. Strong-Whitaker,

At the request of Patricia Smith, Deputy Director, Administrative Services, of the Corrections Department, I am writing to request your approval of a blanket purchase order in the amount of \$100,000.00 for Cardinal Distribution, a pharmaceutical wholesaler located at 500 Jerry Steele Lane, McDonough, Ga. 30253 Phone (678) 583-2600, contact person Chris Sealy, ext. 4109. Cardinal distributes pharmaceuticals sold at the lowest prices negotiated by 36 state purchasing departments under the name Minnesota Multi-State Contracting Alliance for Pharmacy. The State of Georgia facilitated the Corrections Department's being included in this agreement as a local government purchaser of pharmaceuticals.

I have attached a copy of our applications for your review. If you have any questions for me, I can be reached by telephone at (404) 865-8054. Thank you for your assistance.

Sincerely,

Claire A. D'Agostino, Ph.D.

Claire A. D'Agostino, Ph. D., Division Manager
Health and Inmate Services

cc: Patricia Smith - Department of Corrections



CITY OF ATLANTA
BUREAU OF PURCHASING

2002 MAY 14 PM 12:51

CITY OF ATLANTA

254 PEACHTREE STREET, S.W. • ATLANTA, GEORGIA 30303
TEL: (404) 865-8001 • FAX: (404) 658-6064

SHIRLEY FRANKLIN
MAYOR

DEPARTMENT OF CORRECTIONS
THOMAS J. POCOCK
CHIEF

Felicia Strong-Whitaker, Director
Bureau of Purchasing and Real Estate
55 Trinity Avenue S. W. Suite 1790
Atlanta, Ga, 30335-0307

Dear Ms. Strong-Whitaker,

At the request of Patricia Smith, Deputy Director, Administrative Services, of the Corrections Department, I am writing to request your approval of a blanket purchase order in the amount of \$50, 000 for Cardinal Distribution, a pharmaceutical wholesaler located at 500 Jerry Steele Lane, Mc Donough, Ga. 30253 Phone (678) 583-2600, contact person Chris Sealy, ext. 4109. Cardinal distributes pharmaceuticals sold at the lowest prices negotiated by 36 state purchasing departments under the name Minnesota Multi-State Contracting Alliance for Pharmacy. The State of Georgia facilitated the Corrections Department's being included in this agreement as a local government purchaser of pharmaceuticals.

I have attached a copy of our applications for your review. If you have any questions for me, I can be reached by telephone at (404) 865-8054. Thank you for your assistance.

Sincerely,

Claire A. D'Agostino, Ph.D.

Claire A. D'Agostino, Ph. D., Division Manager
Health and Inmate Services

STATE / LOCAL GOVERNMENT APPLICATION AND AGREEMENT

Please Print or Type

1. BUSINESS/TRADE NAME: City of Atlanta Dept. of Corrections

2. BUSINESS/TRADE ADDRESS: 257 Peachtree Street SW Atlanta GA 30303
Number Street City State Zip Code

3. (Check All That Apply): State owned/operated ☐ State Agency ☐ Local Government owned/operated ☒

4. LEGAL NAME OF BUSINESS: Atlanta City Detention Center
 Federal Tax ID. # 587000040K State I.D. # (This # must correspond with an attached sales tax exemption certificate.)

* Shipping Address: 257 Peachtree Street SW Atlanta GA 30303 Fulton
Number Street City State Zip Code County

5. LIST NAME OF ALL OFFICERS OF FACILITY AND THEIR TITLES (Attach extra sheet if necessary).

Dr. James Thomas Paddock - Chief
Name Title
Claire D'Agostino Division Manager Health & Inmate Services
Name Title
Patricia Smith Deputy Director
Name Title

6. PRIMARY BUSINESS CONTACT Claire D'Agostino TITLE
 PRIMARY PHARMACY CONTACT Patricia Zeiger-Jelke TITLE
 ACCOUNTS PAYABLE CONTACT Patricia Long Mosely TITLE Accounting Manager

7. BUSINESS TELEPHONE # 404 865-8054 FAX TELEPHONE # 404 6581

8. EXPECTED MONTHLY VOLUME WITH CARDINAL? \$3,000 WITH OTHER WHOLESALER(S)? \$5,000

9. MEMBER OF MINNESOTA MULTI STATE? Yes IF YES, PROVIDE YOUR MMCA# 5052 OTHER BUYING GROUP

10. MAJOR SUPPLIERS/EXISTING WHOLESALERS: (Include Name, Address, Phone #, Contact, Account #, High Credit and Amount Owed)

Supplier	Address	Phone	Contact	Account #	\$ High Credit	\$ Amount Owed
<u>Darby Drugs</u>						
Supplier	Address	Phone	Contact	Account #	\$ High Credit	\$ Amount Owed
Supplier	Address	Phone	Contact	Account #	\$ High Credit	\$ Amount Owed

11. NAME OF BANKS (Local Government only): (Include Account Number, Address & Phone)

Bank	Account #	Address	Phone #
Bank	Account #	Address	Phone #



Cardinal Distribution

a Cardinal Health company

Bindley Western is a Cardinal Distribution Company.

Under the MMCAP agreement, the following terms are selected by this facility:

Selections	Payment Terms	Fee
	Pre-Pay	Cost less 1.61%
	15 Day Net	Cost less 1.11%
	20 Day (Standard Terms)	Cost less 1.01%
	30 Day Net	Cost Less 0.81%

Name of Facility: Atlanta City Detention Center

Account Number: 2001310721

Signature: _____

Printed Name: Dr. Claire D'Agostino

Title: Division Manager Date: 4/10/02

Health + Inmate Services

Your facility may also choose the automated compliance feature. This allows for the contract item to be shipped when a non-contract item is ordered.

Please circle the desired option: YES NO

Terms Definitions:

30 Day Pre-Payment: Deposit equal to 30 days (average of previous 3 months) purchases is placed on account with Bindley Western. The pre-payment advance would be available five days prior to the placement of the first order. The account should then repay this prepay through standard payment terms.

20-Day Payment Terms/Standard Payment Terms: Invoices dated from the 1st through the 15th are due in the lockbox by the 25th of the month. Invoices dated from the 16th through the end of the month are due in the lockbox by the 10th of the following month.

Net 15-Day Payment Terms: Invoices are due in the lockbox within 15 days of the invoice date.

Net 30-Day Payment Terms: Invoices are due in the lockbox within 30 days of the invoice date.

The use of "Net" payment terms is based upon payment from invoice.

The remit address is:

Cardinal Health
Atlanta Division
PO Box 402598
Atlanta, GA 30384-2598

AGREEMENT

As an inducement for Cardinal Distribution (as defined below) to accept orders from or otherwise extend or make available credit to Applicant, the undersigned Applicant and Principal(s) hereby agree to the following terms of sale, should Cardinal elect to extend such credit.

1. Applicant shall pay for all items purchased and services rendered in accordance with the terms established by Cardinal from time to time. Absent any written agreement to the contrary providing for different terms signed by both Applicant and Cardinal, payment for all purchases made from the 1st through 15th of each month are due not later than the 25th of that month; and payment for all purchases made from the 16th through the end of each month are due not later than the 10th day of the following month.

2. All payments shall be made in form satisfactory to Cardinal. Cardinal may assess a service charge calculated at the rate of 1.5% per month (or the maximum rate allowed by law, if such rate is less than 1.5% per month) on any amount not paid by Applicant to Cardinal when due under the terms of this Agreement from the first day of delinquency. Failure or delay by Cardinal to bill Applicant for any such service charge will not waive Cardinal's right to receive the same. Applicant shall pay all out-of-pocket expenses, including attorney's fees and disbursements, incurred by Cardinal to collect any amounts due under this Agreement or to otherwise enforce any of the terms of this Agreement.

3. Cardinal reserves the right at all times to limit or terminate the extension of credit and to modify its terms of sale.

4. All information provided in this Application or otherwise submitted is true and correct and is being (or will be) furnished for the purpose of obtaining/retaining credit from Cardinal. Applicant authorizes Cardinal to verify this information and/or additional information by obtaining data from a credit reporting agency. Applicant agrees to timely provide Cardinal with annual financial statements and such further information as Cardinal may reasonably request from time to time.

5. "The terms "Cardinal Distribution" or "Cardinal" shall include the following affiliated operating companies: Cardinal Syracuse, Inc., a New York corporation (Syracuse, New York); Williams Drugs Distributors, Inc., a Delaware corporation (Zanesville, Ohio); Marmac Distributors, Inc., a Connecticut corporation (Hartford, Connecticut); James W. Daly, Inc., a Massachusetts corporation (Peabody, Massachusetts); National PharmPak Services, Inc., an Ohio corporation (Zanesville, Ohio); Ohio Valley-Clarksburg, Inc., a Delaware corporation (Wheeling, West Virginia); Cardinal Southeast, Inc., a Mississippi corporation (Richland, Mississippi); Whitmore Distribution Corporation, a Delaware corporation (Folsom, California); Cardinal Health Systems, Inc. an Ohio corporation (Dublin, Ohio); and any other subsidiary of Cardinal Health, Inc., an Ohio corporation ("CHI"), as may be designated by CHI.

6. Cardinal will recognize and administer contracts between product manufacturers and Applicant (if applicable), subject to their continued validity in accordance with applicable laws and prior approval of Cardinal's contract and chargeback department. If any manufacturer chargebacks for contract items submitted by Cardinal are disallowed or unreconcilable, then the disputed charge will be billed back to Applicant, and Applicant agrees to pay Cardinal the full amount of such disputed charge in accordance with the terms specified in Cardinal's invoice or billing statement. Applicant will notify Cardinal of all manufacturer contracts between Applicant and any manufacturer and all renewals, replacements or any termination of such contracts not less than 45 days prior to the effective date of such new contract, renewal, replacement or termination.

7. To the extent there is any inconsistency between this agreement and any other wholesale supply agreement between Cardinal and Applicant, the terms and conditions of such other agreement shall control.

8. If your application for business credit is denied, Cardinal will send you a written statement of the specific reasons for the denial. NOTICE: The federal Equal Credit Opportunity Act and similar state laws prohibit creditors from discriminating against credit applicant on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, familial status, age (provided the applicant has the capacity to enter into a binding contract), handicapping condition of the applicant, because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

(If Local Government)

PRIOR TO CARDINAL DISTRIBUTION'S CONSIDERATION OF APPLICANT FOR PURPOSES OF THE EXTENSION OF CREDIT, APPLICANT SHALL SUBMIT THE LAST 3 YEARS OF COMPANY FINANCIAL STATEMENTS AND/OR TAX RETURNS WITH ALL NOTES AND SCHEDULES.

By: Dr. Claire D'Agostino City of Atlanta Corrections Department
Print Applicant's Legal Name As It Appears On The Front Atlanta City Detention Center

By: Claire D'Agostino, Ph.D. Division Manager By: Claire D'Agostino, Ph.D. 4/1/02
AUTHORIZED SIGNATURE TITLE PRINTED NAME OF SIGNATOR DATE

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(Signature)

Patricia Jeter, R.Ph.

(Print Name)

(Date)

Atlanta Dept. of Corrections 254 Peachtree St. S.W.

(Agency Name)

(Address)

(City, State, & Zip Code)

Atlanta, GA 30303

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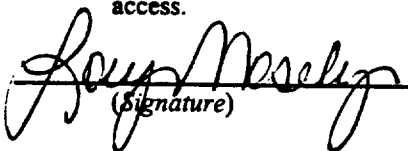
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12. Customers of the Subscriber shall signify agreement to the terms of this Agreement by signing and returning a copy of this agreement to the Subscriber.
7. Any holder of a Sub-License shall also be entitled to an account on the MMCAP Online Web Site furnished by GPS under the above-mentioned Master Agreement. Access to the private logon area is available only under the Sub-License agreement, and each user who wishes to access same must submit a signed copy of the Sub-License agreement to MMCAP prior to such access.

 _____
(Signature) Lory Mosely (Print Name) April 9, 2002 (Date)

Atlanta Dept. of Corrections 254 Peachtree St. S.W.
(Agency Name) (Address) (City, State, & Zip Code)

Atlanta, GA 30303

NOTE: CUSTOMERS WHO FAIL TO SIGN AND RETURN A COPY OF THIS AGREEMENT TO THE SUBSCRIBER (Minnesota Multi-State Contracting Alliance for Pharmacy) WILL BE UNABLE TO RETRIEVE FUTURE UPDATES TO THIS ELECTRONIC CATALOG.

#5052PR

CARDINAL HEALTH RETURNED GOODS AUTHORIZATION ONGOING ASSURANCE

The undersigned customer ("Customer") of one or more of the Cardinal Health companies identified below ("Wholesaler", whether one or more) hereby agrees that this document is being delivered to confirm Customer's compliance with applicable Federal, state, and local laws/guidelines concerning returned goods and shall apply to all returns by Customer to Wholesaler from time to time and shall supersede any inconsistent provisions which may be contained in any credit request, purchase order, or other documents pertaining to the supply relationship between Customer and Wholesaler.

1. Customer represents, warrants, and guarantees to Wholesaler that: (a) each such return shall be made only to the specific Wholesaler from which the item was originally purchased; (b) each such return shall be accompanied by Wholesaler's credit request form (the "Return Form"), which shall specify both Customer's and Wholesaler's name and address, the date of the return, the quantity and description of the product returned, and such information as may reasonably be requested on Wholesaler's "Return Form"; (c) Customer shall retain a copy of each "Return Form" and related credit memo and make such documentation available to officers upon request; (d) the credit claimed or accepted by Customer for any such return shall not exceed the original purchase price paid to Wholesaler; and (e) all merchandise returned to Wholesaler has been stored, handled, and shipped by Customer in accordance with all applicable Federal, state, and local laws, manufacturer guidelines, and good trade practice, and such merchandise has not been adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act and meets all FDA, state and other applicable requirements and guidelines.
2. Customer shall indemnify and defend Wholesaler against and from any expense, claim, liability, or penalty (including reasonable legal fees) arising from any failure of Customer to properly comply with provisions specified in this document.
3. The term "Wholesaler" as used in this document shall include any one or more of James W. Daly, Inc., Cardinal Florida, Inc., Cardinal Mississippi, Inc., Cardinal Syracuse, Inc., Marmac Distributors, Inc., Ohio Valley-Clarksburg, Inc., Chapman Drug Company, Solomons Company, National PharmPak Services, Inc., National Specialty Services, Inc., Humiston-Keeling, Inc., Behrens, Inc., Whitmire Distribution Corporation, Bindley Western Drug Company, Bindley Western Industries, Inc., and any other subsidiary or affiliate of Cardinal Health, Inc., which are sometimes collectively or individually referred to as Cardinal Health.

Claire D'Agostino
Customer Name (Print)

Date: April 10, 2002

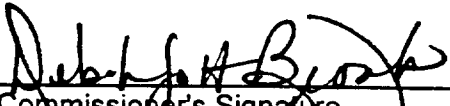
Claire D'Agostino, Ph.D.
Authorized Signature Title
Division Manager

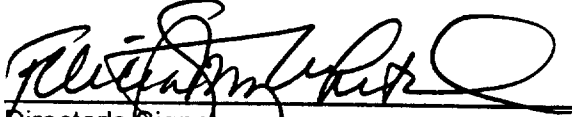
Facility Name: Atlanta City Detention Center

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREGORY PRIDGEON


Commissioner's Signature


Director's Signature

Originating Department: Purchasing

Contact Person: Felicia Strong -Whitaker, x6286

Committee(s) of Purview : Finance/Executive Council Deadline:

Committee Meeting Dates(s):

Full Council Date:

CAPTION

BACKGROUND

AUTHORIZING THE PURCHASING AGENT TO UTILIZE THE STATE OF GEORGIA CONTRACT S-007455 WITH BINDLEY WESTERN FOR THE PURCHASE OF PHARMACEUTICAL DRUGS ON BEHALF OF THE BUREAU OF CORRECTIONS TO PERFORM THEIR DAILY OPERATIONS IN AN AMOUNT NOT TO EXCEED \$100,000.00.

FINANCIAL IMPACT (if any)

Mayor's Staff Only

+++++

Received by Mayor's Office:

6/14/20
(date)

Reviewed by:

[Signature]
(initials)

(date)

Submitted to Council:

(date)

Action by Committee: ☐ Approved ☐ Advertised ☐ Held ☐ Amended
☐ Substitute ☐ Referred ☐ Other